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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/676,018	09/29/2000	Bjomar Evenshaug	5053-28501	3236

7590

12/21/2004

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EXAMINER

GILLIGAN, CHRISTOPHER L

ART UNIT	PAPER NUMBER
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3626

DATE MAILED: 12/21/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/676,018

Applicant(s)

EVENSHAUG ET AL.

Examiner

Luke Gilligan

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 23 August 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-51 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-51 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date <u>10122004</u> . | 6) <input type="checkbox"/> Other: _____ |

Response to Amendment

1. In the amendment filed 8/23/04, the following has occurred: claims 1, 15, 27, 33, and 47 have been amended. Now, claims 1-51 are presented for examination.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1-32 and 47-51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Copeland et al., U.S. Patent No. 5,946,694 in view of Underwood et al., U.S. Patent No. 5,873,066 and further in view of Kelly et al., U.S. Patent No. 5,806,042.

4. As per claim 1, Copeland teaches a carrier medium comprising program instructions for amending one or more conditions of an insurance contract, wherein the program instructions are computer executable to implement a method of: identifying an inheritable class of objects to represent the one or more conditions of an insurance contract (see column 6, lines 6-12), wherein the insurance contract is represented by an insurance contract object (see column 6, lines 11-12), wherein the insurance contract object is a parent of a section object (see column 6, lines 33-36 and Figure 3, note that Examiner is relying on the "mixin object" for the recited "section object"); creating an instance of the inheritable class of objects to identify a condition object, wherein the condition object is a child of the section object (see Figure 3, note that Examiner is relying on the "data object" for the recited "condition object"); configuring properties and methods of the condition object consistent with the insurance contract to define an amended insurance contract (see column 7, lines 1-11).

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5. While Copeland describes an example of applying the object oriented method to insurance policies, the reference does not explicitly teach applying the method of reinsurance contracts. Underwood teaches a computer implemented method for amending one or more conditions of a reinsurance contract (see column 6, lines 41-46). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

6. Additionally, neither Copeland nor Underwood explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

7. As per claim 2, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object is amended in context of the section object (see column 11, lines 2-4).

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8. As per claim 3, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object is connected to other section objects, wherein the condition object inherits properties from the connected other section objects (see column 9, lines 44-59).

9. As per claim 4, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the inheritable objects comprises a protection class (see column 6, lines 43-47).

10. As per claim 5, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the class of inheritable objects comprises a section classification class (see column 5, lines 3-20).

11. As per claim 6, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object describes a premium limit condition (see column 6, lines 15-19).

12. As per claim 7, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland does not explicitly teach the condition object describes a share percentage condition. Underwood teaches that a condition of the reinsurance contract is a share percentage (see Figure 13). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities for the reasons given above with respect to claim 1.

13. As per claim 8, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the condition object describes a deduction condition (see column 6, lines 15-19).

14. As per claim 9, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches identifying a new condition of the inheritable

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object class, wherein the one or more conditions excludes the new condition (see column 9, lines 60-67); identifying a new subclass of objects to the insurance contract class of objects (see column 7, lines 28-38); creating a new component object by instantiating the new subclass of objects, wherein the new component object is a child object to the insurance contract object (see column 7, lines 39-49).

15. As per claim 10, Copeland in view of Underwood and Kelly teach the method of claim 4 as described above. Copeland further teaches the protection class comprises a proportional protection assignment subclass or a non-proportional protection assignment subclass (see column 6, lines 43-47).

16. As per claim 11, Copeland in view of Underwood and Kelly teach the method of claim 5 as described above. Copeland further teaches the section classification class comprises properties, wherein the properties describe a country, a main class of business and a class of business associated with the section classification class (see column 5, lines 44-51).

17. As per claim 12, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches storing the one amended insurance contract in memory (see column 9, lines 23-43).

18. As per claim 13, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the carrier medium comprises a memory medium (see column 9, lines 23-43).

19. As per claim 14, Copeland in view of Underwood and Kelly teach the method of claim 1 as described above. Copeland further teaches the carrier medium comprises a transmission medium (see column 9, lines 11-22).

20. Claims 15-26 contain substantially similar limitations to claims 1-14 and, as such, are rejected for similar reasons as given above.

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21. As per claim 27, Copeland teaches a system for insurance transaction processing, comprising: an insurance contract framework (see column 4, lines 55-64); a multi-dimensional insurance contract framework (see column 4, lines 55-64); a condition component framework (see column 4, lines 55-64); an insurance contract object derived from the insurance contract framework (see column 6, lines 6-12); one or more insured period objects derived from the multi-dimensional insurance contract framework, wherein each insured period object is a child of the insurance contract object (see column 6, lines 12-19); one or more life cycle phase objects derived from the multi-dimensional insurance contract framework, wherein each life cycle phase object is a child of one of the insured period objects (see column 8, lines 5-12); one or more amendment objects derived from the multi-dimensional reinsurance contract framework, wherein each amendment object is a child of one of the life cycle phase objects (see column 7, lines 3-6); one or more section objects derived from the multi-dimensional insurance contract framework, wherein at least one section object is a child of one of the life cycle phase objects (see column 6, lines 33-42); one or more condition objects derived from the condition component framework, wherein at least one condition object is a child of one of the section objects (see column 6, lines 12-19); and wherein the one or more condition objects are configurable for the insurance transaction processing (see column 6, lines 12-19).

21. While Copeland describes an example of applying the object oriented method to insurance policies, the reference does not explicitly teach applying the method of reinsurance contracts. Underwood teaches a computer implemented method for amending one or more conditions of a reinsurance contract (see column 6, lines 41-46). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art

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would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

22. Additionally, neither Copeland nor Underwood explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

23. As per claim 28, Copeland in view of Underwood and Kelly teach the system of claim 27 as described above. Copeland further teaches a computer system to execute the reinsurance contract framework, the multi-dimensional reinsurance contract framework and the condition component framework (see column 8, lines 22-38).

24. As per claim 29, Copeland in view of Underwood and Kelly teach the system of claim 28 as described above. Copeland further teaches the computer system comprises a display device coupled to the computer system to display data (see column 8, lines 22-38).

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25. As per claim 30, Copeland in view of Underwood and Kelly teach the system of claim 29 as described above. Copeland further teaches the display device is a display screen (see column 8, lines 22-38).

26. As per claim 31, Copeland in view of Underwood and Kelly teach the system of claim 28 as described above, wherein the computer system comprises a user input device coupled to the computer system to enter data (see column 8, lines 22-38).

27. As per claim 32, Copeland in view of Underwood and Kelly teach the system of claim 31 as described above, wherein the user input device is a mouse or a keyboard (see column 8, lines 22-38).

28. Claim 47 contains substantially similar system limitations to method claim 1 and, as such, is rejected for similar reasons as given above.

29. As per claim 48, Copeland in view of Underwood and Kelly teach the system of claim 47 as described above. Copeland further teaches the computer system comprises a display device coupled to the computer system to display data (see column 9, lines 11-13).

30. As per claim 49, Copeland in view of Underwood and Kelly teach the system of claim 48 as described above. Copeland further teaches the display device is a display screen (see column 8, lines 22-38).

31. As per claim 50, Copeland in view of Underwood and Kelly teach the system of claim 47 as described above. Copeland further teaches the computer system comprises a user input device coupled to the computer system to enter data (see column 8, lines 22-38).

32. As per claim 51, Copeland in view of Underwood and Kelly teach the system of claim 50 as described above. Copeland further teaches the user input device is a mouse or a keyboard (see column 8, lines 22-38).

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31. Claims 33-46 are rejected under 35 U.S.C. 103(a) as being unpatentable over Underwood et al., U.S. Patent No. 5,873,066 in view of Copeland et al., U.S. Patent No. 5,946,694 and further in view of Kelly et al., U.S. Patent No. 5,806,042.

32. As per claim 33, Underwood teaches a carrier medium comprising program instructions for a graphical user interface, wherein the program instructions are computer-executable to implement a method of displaying a first window comprising one or more window panels and a navigational tool, wherein the navigation tool comprises one or more tool panels, wherein each of the one or more tool panels or each of the one or more window panels comprises one or more interface items for receiving user inputs, wherein the one or more window panels and the one or more tool panels display data associated with one or more properties and one or more methods of a reinsurance contract (see column 6, lines 25-37); receiving a selection for a first interface item (see column 6, lines 25-37); displaying a second window in response to receiving the selection for the first interface item, wherein the second window comprises one or more second window panels and the navigational tool, wherein the second window panels and the one or more tool panels display data consistent with receiving the selection for the first interface item (see column 6, lines 38-46); receiving a selection for a second interface item to return to the first window (see Figure 13, note, in particular, the "Document" tab to return to the previous window); and wherein a hierarchy of windows comprises the first and second window and wherein the hierarchy of windows provides the graphical user interface to process a reinsurance business transaction (see Figures 12 and 13).

33. Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions (see column 6, lines 6-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented

system of Copeland in conjunction with the graphical interface system of Underwood. One of ordinary skill in the art would have been motivated to incorporate the functionality of Copeland for the purpose of providing a more efficient model for processing reinsurance transactions without requiring extensive reworking of the business logic already used in Underwood (see column 2, lines 42-50 of Copeland).

34. Additionally, neither Underwood nor Copeland explicitly teach that the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract. However, Kelly teaches a computer implemented method for amending one or more conditions of a reinsurance contract wherein the reinsurance contract comprises the transfer by a first insurer of at least a portion of the risk associated with a primary insurance contract to a second insurer to provide protection to the first insurer against the risk associated with the primary insurance contract (see column 6, lines 25-42). It would have been obvious to one of ordinary skill in the art of reinsurance at the time of the invention to expand the applications of Copeland and Underwood to incorporate reinsurance capabilities. One of ordinary skill in the art would have been motivated to apply the method of Copeland to reinsurance for the purpose of enhancing customer preferences by incorporating a larger variety of insurance products.

35. As per claim 34, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the first interface item is an icon (see Figure 12).

36. As per claim 35, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the first interface item is a button (see Figure 12).

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37. As per claim 36, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the reinsurance contract object system is configurable to process the reinsurance business transaction (see column 6, lines 38-46). Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions (see column 6, lines 6-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

38. As per claim 37 Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the reinsurance business transaction is a reinsurance contract transaction (see column 6, lines 38-46).

39. As per claim 38, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the reinsurance contract comprises one or more insured periods, wherein each insured period identifies a particular time period during which a particular reinsurance contract remains in effect (see Figure 7). Underwood does not explicitly teach utilizing an object oriented system to process the reinsurance transactions. However, Copeland teaches an object oriented software system to process insurance business transactions including one or more insured period objects, wherein each insured period object identifies a particular time period during which a particular insurance contract remains in effect (see column 6, lines 11-19). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

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40. As per claim 39, Underwood in view of Copeland and Kelly teach the method of claim 38 as described above. Underwood does not explicitly teach that each insured period object comprises one or more life cycle phase objects, wherein each life cycle phase object identifies a particular phase in a life cycle of the particular reinsurance contract during the particular time period. Copeland teaches such a life cycle phase object feature (see column 8, lines 5-21). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

41. As per claim 40, Underwood in view of Copeland and Kelly teach the method of claim 39 as described above. Underwood does not explicitly teach that each life cycle phase object comprises one or more section objects, wherein the one or more section objects are arranged in a hierarchy starting with a main section, wherein each section object comprises children section objects. Copeland teaches that each life cycle phase object comprises one or more section objects, wherein the one or more section objects are arranged in a hierarchy starting with a main section, wherein each section object comprises children section objects (see column 6, lines 33-42). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

42. As per claim 41, Underwood in view of Copeland and Kelly teach the method of claim 39 as described above. Underwood does not explicitly teach that each life cycle phase object comprises one or more amendment objects, wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period. Copeland teaches each life cycle phase object comprises one or more amendment objects,

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wherein the one or more amendment objects are operable to amend one or more condition objects, wherein the one or more amendment objects are shared amongst the one or more life cycle phase objects within the particular time period (see column 3, lines 4-8). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

43. As per claim 42, Underwood in view of Copeland and Kelly teach the method of claim 40 as described above. Underwood does not explicitly teach that each of the one or more section objects comprises one or more inheritable objects, wherein each inheritable object is owned by a section object, wherein each inheritable object is operable to inherit or share a method or a property from another section object (see column 6, lines 43-60). It would have been obvious to one of ordinary skill in the art at the time of the invention to utilize the object oriented system of Copeland in conjunction with the graphical interface system of Underwood for the reasons given above with respect to claim 33.

44. As per claim 43, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels and the navigational tool are tiled together (see Figures 12 and 13).

45. As per claim 44, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels and the navigational tool are non-overlapping (see Figures 12 and 13).

46. As per claim 45, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches the one or more window panels are user configurable for their size and their shape (see Figures 12 and 13).

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47. As per claim 46, Underwood in view of Copeland and Kelly teach the method of claim 33 as described above. Underwood further teaches executing a program to select the second window for display by using the received selection for the first interface item as an input (see column 6, lines 38-46); and accessing a database to retrieve the data associated with the second window (see column 6, lines 47-67).

Response to Arguments

48. In the remarks filed 8/23/04, Applicants' argue in substance that Underwood fails to teach a method, system or carrier medium capable of amending reinsurance contracts. In response to Applicants' argument, it is respectfully submitted that Underwood explicitly describes how the system both requires and assists a user in entering information relating to the reinsurance of a policy which has been bound (see column 6, lines 41-46). Additionally, the Examiner has now relied upon the teachings of Kelly in response to the further defining within the claims of the reinsurance contract. Therefore, inasmuch as this argument applies to the claims as amended, the Examiner respectfully submits that it is moot in view of the new grounds of rejection.

Conclusion

49. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

50. A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after


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the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

51. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Luke Gilligan whose telephone number is (703) 308-6104. The examiner can normally be reached on Monday-Friday 8am-5:30pm.

52. If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Joseph Thomas can be reached on (703) 305-9588. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

53. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).


CLG
12/17/04


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